

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ -೧೫೮ Volume - 158

ಬೆಂಗಳೂರು, ಮಂಗಳವಾರ, ೦೭, ಮಾರ್ಚ್, ೨೦೨೩(ಫಾಲ್ಗುಣ, ೧೬, ಶಕವರ್ಷ, ೧೯೪೪)

ಸಂಚಿಕೆ ೪೯

BENGALURU, TUESDAY, 07, MARCH, 2023 (PHALGUNA, 16, SHAKAVARSHA, 1944)

Issue 49

#### ಭಾಗ ೪ಎ

ರಾಜ್ಯದ ವಿಧೇಯಕಗಳ ಮತ್ತು ಅವುಗಳ ಮೇಲೆ ಪರಿಶೀಲನಾ ಸಮಿತಿಯ ವರದಿಗಳು, ರಾಜ್ಯದ ಅಧಿನಿಯಮಗಳು ಮತ್ತು ಆಧ್ಯಾದೇಶಗಳು, ಕೇಂದ್ರದ ಮತ್ತು ರಾಜ್ಯದ ಶಾಸನಗಳ ಮೇರೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರವು ಹೊರಡಿಸಿದ ಸಾಮಾನ್ಯ ಶಾಸನಬದ್ದ ನಿಯಮಗಳು ಮತ್ತು ರಾಜ್ಯಾಂಗದ ಮೇರೆಗೆ ರಾಜ್ಯಪಾಲರು ಮಾಡಿದ ನಿಯಮಗಳು ಹಾಗೂ ಕರ್ನಾಟಕ ಉಚ್ಛ ನ್ಯಾಯಾಲಯವು ಮಾಡಿದ ನಿಯಮಗಳು

#### **GOVERNMENT OF KARNATAKA**

No: AGRI-ACT/42/2022

KARNATAKA GOVERNMENT SECRETARIATE M.S. BUILDING BENGALURU, Dated: 19/05/2022

#### **NOTIFICATION**

In exercise of the powers conferred by Sub clause (2) of the clause (13) of the Fertilizer (Control) Order, 1985 and on the advice of the State Fertilizer Committee, and in supersession of the Notication No: AHD/11/AFT/1999, Dated: 02/11/1999, the Government of Karnataka hereby set out the following standards in respect of Micro-Nutrient fertilizers specified below for the purpose of the said sub-clause, namely:

#### SPECIFICATION OF MIXTURE OF FERTILIZERS See Clause 2(n) & (q)

#### A. MIXTURE OF MICRONUTRIENT FERTILIZERS

### Grade I. Micro Nutrient Mixture Zn 3.0 Fe 2.0 Mn 1.0 B 0.5 for Black soils with alkaline reaction (Foliar Spray)

SL.No.	Description	Specification
i	Zinc (as Zn) per cent by weight, minimum	3.0
ii	Ferrous iron (as Fe) per cent by weight, minimum	2.0
iii	Manganese (as Mn) per cent by weight, minimum	1.0
iv	Boron (as B) per cent by weight, minimum	0.5

V	Lead (as Pb) per cent by weight, maximum	0.003
vi	Cadmium (as Cd) per cent by weight, maximum	0.0025
vii	Arsenic (as As) per cent by weight, maximum	0.01
viii	Matter insoluble in water per cent by weight maximum	1.0

## Grade II. Micro Nutrient Mixture Zn 3.0 Fe 0.5 Mn 0.2 B 0.5 for Red and Laterite soils with acidic reaction (Foliar Spray)

SL.No.	Description	Specification
i	Zinc (as Zn) per cent by weight, minimum	3.0
ii	Ferrous iron (as Fe) per cent by weight, minimum	0.5
iii	Manganese (as Mn) per cent by weight, minimum	0.2
iv	Boron (as B) per cent by weight, minimum	0.5
V	Lead (as Pb) per cent by weight, maximum	0.003
vi	Cadmium (as Cd) per cent by weight, maximum	0.0025
vii	Arsenic (as As) per cent by weight, maximum	0.01
viii	Matter insoluble in water per cent by weight	1.0

## Grade III. Micro Nutrient Mixture Zn 3.0 and B 0.5 for Hilly and coastal region with acidic pH (Foliar Spray)

[[[SL.No.	Description	Specification
i	Zinc (as Zn) per cent by weight, minimum	3.0
ii	Boron (as B) per cent by weight, minimum	0.5
iii	Lead (as Pb) per cent by weight, maximum	0.003
iv	Cadmium (as Cd) per cent by weight, maximum	0.0025
V	Arsenic (as As) per cent by weight, maximum	0.01
vi	Matter insoluble in water per cent by weight maximum	1.0

# Grade IV. Micro Nutrient Mixture Zn 10.0 Fe 5.0 Mn 2.0 B 0.3 for Black soils with alkaline reaction (Soil Application)

SL.No.	Description	Specification
i	Zinc (as Zn) per cent by weight, minimum	10.0
ii	Ferrous iron (as Fe) per cent by weight, minimum	5.0
iii	Manganese (as Mn) per cent by weight, minimum	2.0

iv	Boron (as B) per cent by weight, minimum	0.3
V	Lead (as Pb) per cent by weight, maximum	0.003
vi	Cadmium (as Cd) per cent by weight, maximum	0.0025
vii	Arsenic (as As) per cent by weight, maximum	0.01
viii	Free flowing powder form	

## Grade V: Micro Nutrient Mixture Zn 10.0 and B 0.5 for Red, Laterite, Hilly and coastal region with acidic reactions (Soil Application)

SL.No.	Description	Specification
i	Zinc (as Zn) per cent by weight, minimum	10.0
ii	Boron (as B) per cent by weight, minimum	0.5
iii	Lead (as Pb) per cent by weight, maximum	0.003
iv	Cadmium (as Cd) per cent by weight, maximum	0.0025
V	Arsenic (as As) per cent by weight, maximum	0.01
vi	Free flowing powder form	

### **Grade VI: Micro Nutrient Mixture for Mango Zn 3.0 Fe 2.0 and B 0.5 (Foliar Spray)**

Sl. No.	Particulars/Nutrient	Per cent by weight
1.	Zinc (as Zn) per cent by weight, minimum	3.0
2.	Boron (as B) per cent by weight, minimum	0.5
3.	Ferrous iron (as Fe) per cent by weight, minimum	2.0
4.	Lead (as Pb) per cent by weight, maximum	0.003
5.	Cadmium (as Cd) per cent by weight, maximum	0.0025
6.	Arsenic (as As) per cent by weight, maximum	0.01
7.	Water soluble, minimum	99
8	Free flowing powder form	

### **Grade VII, Micro Nutrient Mixture for Banana Zn 3.0 Fe 1.5 and B 0.5 (Foliar Spray)**

SI. No.	Particulars/Nutrient	Per cent by weight
1.	Zinc (as Zn) per cent by weight, minimum	3.0
2.	Boron (as B) per cent by weight, minimum	0.5
3.	Ferrous iron (as Fe) per cent by weight, minimum	1.5
4.	Lead (as Pb) per cent by weight, maximum	0.003
5.	Cadmium (as Cd) per cent by weight, maximum	0.0025
6.	Arsenic (as As) per cent by weight, maximum	0.01
7.	Water soluble, minimum	99
8	Free flowing powder form	

## Grade VIII Micro Nutrient Mixture for Vegetable crops Zn 3.0 Fe 2.0 and B 1.0 (Foliar Spray)

SI. No.	Particulars/Nutrient	Per cent by weight
1.	Zinc (as Zn) per cent by weight, minimum	3.0
2.	Boron (as B) per cent by weight, minimum	1.0
3.	Ferrous iron (as Fe) per cent by weight, minimum	2.0
4.	Lead (as Pb) per cent by weight, maximum	0.003
5.	Cadmium (as Cd) per cent by weight, maximum	0.0025
6.	Arsenic (as As) per cent by weight, maximum	0.01
7.	Water soluble, minimum	99
8	Free flowing powder form	

#### Grade IX. Micro Nutrient Mixture for Citrus crops Zn 3.0 Fe 2.0 and B 1.0 (Foliar Spray)

Sl. No.	Particulars/Nutrient	Per cent by weight
1.	Zinc (as Zn) per cent by weight, minimum	3.0
2.	Boron (as B) per cent by weight, minimum	0.5
3.	Ferrous iron (as Fe) per cent by weight, minimum	0.5
4.	Lead (as Pb) per cent by weight, maximum	0.003
5.	Cadmium (as Cd) per cent by weight, maximum	0.0025
6.	Arsenic (as As) per cent by weight, maximum	0.01
7.	Water soluble, minimum	99
8	Free flowing powder form	

#### **Terms and conditions**

- a. The pH shall not be less than 3.5
- b. The physical condition has to be in powder form for soil application.
- c. Actual concentration of each nutrient in the formulation shall be declared at the time of registration.
- d. Along with proposals for registration of different micro nutrient fertilizer mixtures, the following information shall be furnished and the same shall be printed on the container.
- In respect to foliar spray mixtures, the concentration of the spray, number of sprays required and stage of the crop at which it should be sprayed for each crop recommended.
- With respect to soil application mixtures, soil type for which it is recommended, quantity and time of application should be mentioned.

By order and in the name of Governor of Karnataka.

(P.Sathyabhama)
Under secretary to Government,
Agriculture Department (Planning).

Dated: 09-02-2023

#### THE GAZETTE OF KARNATAKA

#### PUBLIC WORKS DEPARTMENT

#### DRAFT NOTIFICATION

#### No. PWD e-91 EAP 2020, Bengaluru,

The draft of the following rules, further to amend the Karnataka Highways (Amendment) Rules, 1965 which the Government of Karnataka proposes to make in exercise of the powers conferred by Section 72 read with Section 53 of the Karnataka Highways Act, 1964 (Karnataka Act 44 of 1964) is hereby published as required by sub-section (1) of section 72 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after fifteen days from the date of its publication in the official Gazette.

Any objection or suggestion which may be received by the State Government from any person with respect to the said draft before the expiry of period specified above will be considered by the State Government. The objection and suggestion may be addressed to the Secretary to Government, Public Works Department, Government of Karnataka, Vikasa Soudha, Dr.Ambedkar Veedhi, Bengaluru-560001.

#### DRAFT RULES

- **1. Title and commencement:-**(1) These rules may be called the Karnataka Highways (Amendment) Rules, 2023.
- (2) They shall come into force from the date of their publication in the Official Gazette.
- **2.** Insertion of New Rules 26, 27, 28 and 29: After Rule 25 of the Karnataka Highways Rules, 1965 (hereinafter called the said Rules), the following shall be inserted namely:-
- **"26. Application for permission under Sub-Section (1) of Section 53.**Any person who intends to construct or carry any cable, wire, pipe, drain, sewer or channel of any kind through, across, under or over any highway shall make an application for permission in writing in Form-J to the Highway Authority.

27. Charges payable to Highway Authority under Sub-Section (2) of Section 53:- The license fee payable to the Highway Authority by the applicant specified under Rule 26 for carrying any cable, wire, pipe, drain, sewer or channel of any kind through, across, under or over any highway shall be ten percent of the cost of the land forming part of the highway proposed to be

occupied by the applicant, as on the date of application which is to be paid in advance for the entire license period, within thirty days from the date of grant of the License in Form L.

**Note:** The land cost means guidance value notified by the Government of Karnataka for the said land which shall be calculated in the following methodology.

Annual License Fee/M=Guidance Value x 0.3 x 7/100.

- 28. The Form of License and the agreement of contract between Licensee and the Highway Authority. The form of License to be granted under Sub-Section (1) of Section 53 shall be in Form-L.
- **29. Application for renewal:** Any person who intends to renew license shall make an application in Form-K to the Highway Authority.
- 3. Insertion of New Forms, FORM-J, FORM-K, FORM-L and FORM-M:After Form-I of the said Rules the following new Forms shall be inserted namely;

(RAMACHANDRAPPA K.N)
Under Secretary to Govt,
External Aided Projects (EAP)
Public Works Department

#### **FORM-J**

#### (See Rule 26)

Application for construction, installation etc on Highway Land (For obtaining permission under Sub-Section (1) of Section 53 of Karnataka Highways Act, 1964)

To,
The Highway Authority,

Sl.	Particulars Required	Remarks
No.	1	
1.	Name of the applicant	
2.	Father's Name (if individual)	
3.	Company Identification Number (If any)	
4.	Authorized representative of the Company	
5.	Registered Address	
6.	Registered contact details – Email id and phone number	
7.	Location and part of the Highway to be occupied (SH No. and Km also to be indicated)	
8.	Purpose	
9.	Method of execution of work (detailed drawing and map of the work to be attached)	
10.	Period of construction (from to)	
11.	License Fee payable by the applicant to the Highway Authority along with detailed calculation.	
12.	Other particulars /enclosures	

Signature of applicant

Place Date

#### FORM-K

#### (See Rule 29)

Application for renewal of license for construction, installation etc on Highway Land (For obtaining permission under Sub-Section (1) of Section 53 of Karnataka Highways Act, 1964)

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Sl.	Particulars Required	Remarks
No.		
1.	Name of the applicant	
2.	Father's Name (if individual)	
3.	Company Identification Number (If any)	
4.	Authorized representative of the Company	
5.	Registered Address	
6.	Registered contact details – Email id and phone number	
7.	Location and part of the Highway already occupied (SH No. and Km also to be indicated)	
8.	Purpose for which the highway is occupied	
9.	Date on which license under Sub- Section (1) of Section 53 was granted.	
10.	Date on which license granted under Sub-Section (1) of Section 53 is expiring.	
11.	Period of occupancy of the highway (from to)	
12.	License Fee payable by the applicant to the Highway Authority along with detailed calculation.	
13.	Other particulars /enclosures	

#### "FORM-L (See Rule 27 & 28)

	,	,
(The Form of License to be granted u	under Sub-Section	(1) of Section 53 of Karnataka Highways Act, 1964)
		Date:

To,			
Sir/s	 -		

Purpose of	To lay cable, wire, pipe, drain, sewer or channel of any kind through,					
Grant of	across, under or over any highway from chainage to					
License:	Km of road.					
Details of						
Licensee						
Duration:	a. Fresh Applicant: This license shall be valid for a period of three (3)					
	years from the date of handing over of the RoW by the Authority to					
	the Licensee.					
	b. Existing Utility Services: This license shall be valid for a period three					
	(3) years from the date of expiry of thirty days from the					
	commencement of Karnataka Highways (Amendment) Rules, 2023.					
License Fee:	The Licensee shall pay a sum of Rs within thirty days from					
	the date of this license and thereafter execute the License Agreement					
	within the aforesaid period. The License Fee shall be paid in advance for					
	the entire duration of the License Period i.e., three (3) years.					
Performance	Unconditional Bank Guarantee for a sum of Rs/- which is					
Bank	the assessed actual cost of restoration valid for a period of one year					
Guarantee	uarantee initially which is extendable if required, until completion of					
	restoration works to the satisfaction of the Authority.					
Renewal	a. This license may be renewed by the Authority for a further period of					
	three (3) years, subject to execution of a fresh agreement as may be					
	notified by the Authority and on payment of the license fee to the					
	Authority within thirty days prior to the expiry of this license and					
	the license fee shall be calculated on the basis of the land cost					
	prevailing thirty days prior to the expiry of this license.					
	b. Delay in payment of License Fee shall attract interest @ 15% per					
	annum compounded annually.					
Handing over	In case of fresh applicant, within thirty days from the date of payment					
of Site	of License Fee and execution of the License Agreement.					
Shifting	The Licensee shall, at its cost, be liable to shift or reallocate the Utility					
Obligations	Services from the existing site on the highway to an alternate location					
	as per the written directions of Authority's issued by way of a notice,					
	within ninety days from the date of issuance of such notice by the					
	Authority.					

S/d

Highway Authority

#### DRAFT AGREEMENT TO BE NOTIFIED BY HIGHWAY AUTHORITY

#### On a Stamp Paper AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING UTILITY SERVICES ON STATE HIGHWAYS

	Agreement to lay cable, wire, pipe, drain, sewer or channel of any kind through, across,
	under or over any highway from chainage to Km of
	road.
THIS	AGREEMENT is made on the day of (month) of (year)
betwe	een of as the
Highv	een of as the way Authority (hereinafter referred to as "Authority"), of the one part, and of (hereinafter referred to as "Licensee"), of
the se	econd part:
	CREAS:
A.	The Authority is responsible, inter-alia, for development and maintenance of the lands comprised in
	the road between chainagekms toKms ofroad ("RoW") .
В.	The Licensee proposes to lay/has laid the cable, wire, pipe, drain, sewer or channel of any kind through, across, under or over the ROW of the highway herein after referred to as "Utility Services" in subsequent paras.
C.	The Licensee has applied to the Authority for permission to lay Utility Services over the ROW of the highway.

- D. The Authority has agreed to grant such permission to the Licensee for laying the said Utility Services
- NOW THIS AGREEMENT WITNESSETH that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

on the RoW, as per terms and conditions hereinbelow.

- RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in this Agreement and for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the RoW. The Authority reserves the right to grant to any subsequent user, a permission to use the RoW, either above or below, or by the side of the existing Utility Services, subject to technical requirements being fulfilled to the satisfaction of the Authority. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any Utility Services by any other user, the Authority shall not be held accountable or liable in any manner whatsoever.
- 3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals and necessary clearances, supply of equipment, material, construction, erection, testing and

commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own Utility Services.

- 4. The duration of the license shall be 3 years from the date of handing over of the RoW by the Authority to the Licensee if the Utility Services are being laid for the first time and in case of existing Utility Services, the duration of the license shall be 3 years from the date of expiry of 30 days from the commencement of Karnataka Highways (Amendment) Rules, 2021 (hereinafter referred to as "License Period"). In case of renewal of such license, subject to fulfilment of the conditions in Form K, the License Period shall be for a duration of 3 years from the date of expiry of the existing License Period.

#### {Insert calculation of License fee formula}

- 6. In case of a fresh applicant, the License Fee shall be paid and thereafter this Agreement shall also be duly executed, within 7 days from the date of grant of license by the Authority in Form K. Upon payment of the License Fee and execution of this Agreement, the Authority shall hand over the RoW land to the Licensee for laying of Utilities Services, within 30 days. As regards Tariff and Terms and conditions for providing common utility ducts along State Highways, there shall be a separate agreement regime.
- 7. The Utility Service is to be laid as follows:
  - In cases where utility ducts with sufficient space are already available along highway, the Utility Services shall be laid in such ducts subject to technical requirements being fulfilled.
  - (ii) In cases where utility ducts have not been provided for, the utility services shall be located, beyond the toe line of embarkment and drains, as close to the extreme edge of the RoW as possible. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the Utility Services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Authority. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the Utility Services can be allowed beneath the carriageway of service road, if available, subject to the condition that the Utility Services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, the Licensee shall ensure that maintenance of the Utility Services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. The Licensee shall at all times ensure that there is no interference with the drainage of the road land and maintenance of the highway. Towards this, the top of the Utility Services shall be at least 0.6 metre

below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the Authority.

- 11. The Licensee shall ensure that the existing drainage structures shall not be allowed to carry the lines across.
- 12. The Licensee shall ensure that the Utility Services shall cross the highway preferable on a line normal to it or as nearly so as practicable.
- 13. Wherever the Utility Services are required to cross the road, the Licensee shall adopt Horizontal Directional Drilling ("HDD") method.
- 14. The Licensee shall ensure making good the excavated trench for laying Utility Services by proper filling and compaction, so as to restore the land to the same condition as it was before digging the trench, including clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
- 15. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 16. Prior to commencement of any work on the ground, a performance Bank Guarantee for an amount equal to the cost of restoration with a validity of one year initially (extendable if required till satisfactory completion of work) shall be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/Utility Services and interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee. The Authority shall also have the right to appropriate such costs from the amount already forfeited under the Bank Guarantee.
- 17. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invocation. In case the work contemplated herein is not completed to the satisfaction of the Authority, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the Authority for any damage sustained either due to default of the Licensee or due to usage of the Utility Services in the RoW.
- 18. The Licensee shall shift the utility services within 90 days from the date of issue of the notice by the Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 19. The Licensee shall be responsible to ascertain the situs/location of all existing utilities /underground installations/ facilities etc on the RoW, in co-ordination with the Authority. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance

from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.

- 20. The Licensee shall be solely responsible/ liable for full compensation/indemnification to concerned agency of the existing utilities / Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee.
- 21. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 22. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee shall avoid cutting of the road for crossing highway, and other roads and shall carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative to the satisfaction of the Authority as per predetermined time schedule and quality standards. In case of the Licensee fails to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and also recover the amount by way of forfeiture of the Bank Guarantee.
- 23. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 24. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 25. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 26. The permission for laying Utility Services is granted maximum for 3 years at a time, which can thereafter be considered for renewal. On payment of such additional fee at the time of renewal, the permission shall automatically be renewed subject to execution of a fresh License Agreement as maybe notified by the Authority, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 27. The permission shall be valid only for the period it is issued and fee deposited. Notwithstanding anything contained herein, this License and the Agreement may be terminated by Authority by issuance of 30 days notice to the Licensee, for breach of any conditions contained herein or in the Form of License and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation and shall not be absolved from any liability already incurred. In case the said termination is not on account of any default by the Licensee, the Authority's liability shall be restricted to refund of the proportionate License Fee for the reminder of the License Period to the Licensee, within 90 days from the expiry of the aforesaid notice period. If the license under this Agreement stands terminated by the

Authority either for Licensee's default or otherwise, the Licensee agrees that the Authority shall not be liable for any claims for damages under any circumstance whatsoever.

- 28. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the Authority.
- 29. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of RoW will be permitted for any purpose other than that specified in the Agreement.
- 30. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 31. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the highway) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 32. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Utility Services and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 33. The Utility Services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the Authority has been obtained.
- 34. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
  - a. operation, repair and maintenance guidelines given by the manufacturers,
  - b. the requirements of Law,
  - c. the physical conditions at the Site, and
  - d. the safety of operating personnel and human beings.
- 35. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work and such measures must be to the satisfaction of the Authority.
- 36. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 37. After the termination/expiry of the agreement/on receipt of Authority's notice of removal, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Authority shall be entitled to remove the Utility Services and dispose them at its discretion and at the cost of the Licensee. However, before taking up the work of removal of Utility Services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an

amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.

- 38. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration & Conciliation Centre Rules, 2012 by sole arbitrator appointed in accordance with its rules. The language of the Arbitration Proceedings shall be in English. The Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the present Agreement.
- 39. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. The Authority shall not be liable to the concessionaire in any way in this regard.

This agreement has been made in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY
BY SHRI
(Signature, name & address with stamp)
SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF LICENSEE.
BY SHRI
(Signature, name & address with stamp)
In the presence of Witnesses:  1.

2.

## ದಿನಾಂಕ: 19-08-2021 ರಂದು ನಡೆದ ಸಭೆಯ ನಡವಳಿಗಳ ಅಂಶಗಳಿಗೆ ಕೈಗೊಂಡಿರುವ ಕ್ರಮದ ವಿವರ (Annexure-A)

ಕ್ರ.ಸಂ.	ಅಂಶಗಳು	ಕೈಗೊಂಡಿರುವ ಕ್ರಮ
1	KPTCL Act ನಲ್ಲಿ ಪ್ರಸ್ತುತ ವಿದ್ಯುಚ್ಛಕ್ತಿಯ ಕಂಬಗಳನ್ನು ಹಾಗೂ ಕೇಬಲ್ ಹಾಕಲು ಅಳವಡಿಸಲಾಗಿರುವ ಅಂಶಗಳನ್ನು ಪರಿಶೀಲಿಸಿ ಈ ಅಂಶಗಳಿಗೆ ಇಲಾಖೆಯಿಂದ ರೂಪಿಸಲಾಗುತ್ತಿರುವ ಬಾಡಿಗೆ ಕರಡು ನಿಯಮದಲ್ಲಿ ಸೂಕ್ತವಾಗಿ ಅಳವಡಿಸುವುದು.	ಇಲಾಖೆಯು ಪರಿಹಾರ ಮೊತ್ತ / ಬಾಡಿಗೆ ದರ ನಿಗದಿಪಡಿಸಲು ನಿಯಮಾವಳಿಗಳನ್ನು ರಚಿಸಬಹುದಾಗಿರುತ್ತದೆ ಹಾಗೂ ಈ utility lines ಅಳವಡಿಸಲು ಸಂಬಂಧಪಟ್ಟ
2	ರಾಜ್ಯಾದ್ಯಂತ RoW ಬಳಕೆಗೆ ಬಾಡಿಗೆ ದರ ನಿಗದಿಪಡಿಸಲಾಗುತ್ತಿದ್ದು ಬೇರೆ ಬೇರೆ ಪ್ರದೇಶಗಳಲ್ಲಿ ಜಮೀನಿನ ಮಾರ್ಗಸೂಚಿ ಮೌಲ್ಯದಲ್ಲಿ ವ್ಯತ್ಯಾಸವಿರುತ್ತದೆ. ಆದ್ದರಿಂದ ಬಾಡಿಗೆ ದರವನ್ನು ನಿಗದಿಪಡಿಸಲು category ವಾರು ಮಾಡುವ ಬಗ್ಗೆ ಅಥವಾ NHAI ವತಿಯಿಂದ ರೂಪಿಸಿರುವ ಮಾರ್ಗಸೂಚಿಯಂತೆ ನಿಗದಿಪಡಿಸುವ ಬಗ್ಗೆ ಸೂಕ್ತವಾಗಿ ಪರಿಶೀಲಿಸಿ ಕಾರ್ಯಸಾಧ್ಯತೆಯಂತೆ ಸೂಕ್ತವಾಗಿ ಶಿಫಾರಸ್ಪನ್ನು	10% ರಂತೆ ಬಾಡಿಗೆ ದರವನ್ನು ನಿಗದಿಪಡಿಸುತ್ತಿದ್ದು, ಅದೇ ಪ್ರಕಾರದಲ್ಲಿ RoW ಬಳಕೆಗೆ ಆಯಾ ಪ್ರದೇಶಗಳ ಮಾರ್ಗಸೂಚಿ ದರದ ಶೇ.10% ರಂತೆ (ಯಾವುದೇ ನಿರ್ದಷ್ಟ ಮಾನದಂಡವಿಲ್ಲದೆ) ಆಯಾ ರಸ್ತೆಗೆ ಪ್ರತ್ಯೇಕವಾಗಿ ಬಾಡಿಗೆ / ಲೀಸ್ ದರ ನಿಗದಿಪಡಿಸಬಹುದಾಗಿರುತ್ತದೆ.  2. ಪ್ರದೇಶಗಳನ್ನು ವರ್ಗೀಕರಿಸಿ ಆಯಾ ಪ್ರದೇಶಕ್ಕೆ ಅನ್ವಯಿಸುವ ಭೂಸ್ವಾಧೀನ
	ಮಾಡುವುದು.	ಕ್ರ.ಸಂ.         ವರ್ಗ         ಪ್ರತಿಚದರ ಮೀ. ಗಳಿಗೆ ವೆಚ್ಚ           1         ನಗರ ಪ್ರದೇಶ (ಬೆಂಗಳೂರು ಹೊರತುಪಡಿಸಿ)         ರೂ. 3362.80           2         ನಗರ ಪ್ರದೇಶದ ಸುತ್ತಮುತ್ತ ಇರುವ ಗ್ರಾಮೀಣ ರೂ. 812.00         ಪ್ರದೇಶಗಳು           3         ಇತರೆ ಗ್ರಾಮೀಣ ಪ್ರದೇಶಗಳು (ಕೃಷಿ ಭೂಮಿಯ ರೂ. 9.78           ಮೌಲ್ಯವನ್ನು ಪರಿಗಣಿಸಿ)         ಪ್ರತಿಚದರ ಮೀ. ಗಳಿಗೆ ವೆಚ್ಚ

			0	್ನ ಭೌಗೋಳಿಕವಾಗಿ ವರ್ಗೀಕರಿಸಿ ಆಯಾ	- 8
				ೂಚಿ ದರಗಳನ್ನು ಪರಿಗಣಿಸಿ ಮತ್ತು ವ್ಯವ	
			ಮೌಲ್ಯವಣ	ನ್ನು ಪರಿಗಣಿಸಿ ಲೆಕ್ಕ ಹಾಕಿರುವ ದರಗಳು ಈ ಕೆಳ	ಗಿನಂತಿದೆ;
			ಕ್ರಸಂ.	ವರ್ಗ	ಪ್ರತಿ ಚದರ ಮೀ ಗಳಿಗೆ ವೆಚ್ಚ
				(ವ್ಯವಸಾಯೇತರ ಭೂಮಿಯ ಮೌಲ್ಯವನ್ನು ಪರಿಗಣಿಸಿ)	1100.00
			1	ಮುಂಬೈ ಕರ್ನಾಟಕ (ವಿಜಯಪರ, ಬೆಳಗಾವಿ,	ರೂ. 1108.00
				ಬಾಗಲಕೋಟೆ, ಧಾರವಾಡ, ಗದಗ, ಹಾವೇರಿ ಜಿಲ್ಲೆಗಳು)	<b>7</b> a 1120 00
			2	ಕಲ್ಯಾಣ ಕರ್ನಾಟಕ (ಬೀದರ್, ಕಲಬುರಗಿ, ಬಳ್ಳಾರಿ, ಯಾದಗಿರಿ, ರಾಯಚೂರು, ಕೊಪ್ಪಳ ಜಿಲ್ಲೆಗಳು)	ರೂ. 1130.00
			3	ಕರಾವಳಿ ಕರ್ನಾಟಕ (ಉತ್ತರ ಕನ್ನಡ, ದಕ್ಷಿಣ ಕನ್ನಡ,	ರೂ. 1087.00
				ಉಡುಪಿ, ಕೊಡಗು ಜಿಲ್ಲೆಗಳು)	
			4	ಹಳೆ ಮೈಸೂರು ಕರ್ನಾಟಕ (ಬೆಂಗಳೂರು ನಗರ,	ರೂ. 1151.00
				ಬೆಂಗಳೂರು ಗ್ರಾಮೀಣ, ರಾಮನರ, ಕೋಲಾರ,	
				ಚಿಕ್ಕಬಳ್ಳಾಮರ, ಮಂಡ್ಯ, ಮೈಸೂರು, ಚಾಮರಾಜನಗರ,	
				ಚಿಕ್ಕಮಗಳೂರು, ಹಾಸನ, ತುಮಕೂರು, ದಾವಣಗೆರೆ,	
				ಚಿತ್ರದುರ್ಗ, ಶಿವಮೊಗ್ಗ)	
		ಹೆಚ್ಚಿನ	ವಿವರಗಳ	ನ್ನು ಲಗತ್ತಿಸಿದೆ (ಅನುಬಂಧ–B)	
		ಈ ಁವ	ೂರು ವಿ	ಧಾನಗಳಲ್ಲಿ ಯಾವ ವಿಧಾನವು ಸೂಕ್ತ ಎಂದ	ು ಸರ್ಕಾರದ ಮಟ್ಟದಲ್ಲಿ
		ತೀಮಾ	೯ನಿಸಬಹ	ುದಾಗಿದೆ.	<b>~</b> · · ·
3	ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯ ಜಿಲ್ಲಾ ಮುಖ್ಯ	ಕೆಆರ್ಔ	ತಿಸಿಎಲ್	ಸಂಸ್ಥೆಯನ್ನು ಕಂಪನಿ ಕಾಯ್ದೆಯಡಿ ಸೃಜಿಸಲಾ	ಗಿದ್ದು, ಸರ್ಕಾರಕ್ಕೆ ಜಿಲ್ಲಾ
	ರಸ್ತೆ ಮತ್ತು ರಾಜ್ಯ ಹೆದ್ದಾರಿಯ RoW ನ್ನು	ಮುಖ್ಯ	ರಸ್ತೆ ಮ	ುತ್ತು ರಾಜ್ಯ ಹೆದ್ದಾರಿಯ RoW ಬಳಸಿಕೊಳ್ಳಲ	ು ಅನುಮತಿ ನೀಡಿದಾಗ
	ವಿವಿಧ ಕಾರಣಗಳಿಗೆ ಬಳಸಿಕೊಳ್ಳಲು ಅನುಮತಿ	ಬರುವ	ಬಾಡಿಗೆ	/ ಲೀಸ್ ಮೊತ್ತವನ್ನು ಕೆಆರ್ಡಿಸಿಎಲ್ಗೆ ವಗಾ	೯ಯಿಸುವ ಬಗ್ಗೆ ಆರ್ಥಿಕ
	ನೀಡಿದಾಗ ಬಳಸಿಕೊಂಡ ಜಾಗಕ್ಕೆ ಬರುವ			<u> </u>	
	ಬಾಡಿಗೆ ಮೊತ್ತವನ್ನು ಕೆಆರ್ಡಿಸಿಎಲ್ ನ ರಸ್ತೆ				<u>-</u>
	ಅಭಿವೃದ್ಧಿಗಾಗಿ ಬಳಸಿಕೊಳ್ಳುವ ಬಗ್ಗೆ ನಿಯಮ		-		
	ರೂಪಿಸಲು ಕ್ರಮವಹಿಸುವುದು.				

- ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯಲಿ ಪ್ರಸ್ತುತ ವಿವಿಧ ಕಾರಣಗಳಿಂದಾಗಿ RoW ನಲ್ಲಿ ರಸ್ತೆ ಅಗೆತಕ್ಕೆ ನೀಡುವಾಗ ಅನುಮತಿ ಅನುಸರಿಸುತ್ತಿರುವ ಕ್ರಮಗಳು ಹಾಗೂ ನಿಗದಿಪಡಿಸಲಾಗುತ್ತಿರುವ ದರಗಳಲ್ಲಿ Uniformity ಇರುವುದಿಲ್ಲ. ಪ್ರಸ್ತುತ ಸದರಿ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ಕೆಆರ್ಡಿಸಿಎಲ್ ವತಿಯಿಂದ ಅನುಸರಿಸುತ್ತಿರುವ ಕ್ರಮದಂತೆ ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆಯ ಕಛೇರಿಗಳಲ್ಲಿ Uniform ಆಗಿ ಅನುಸರಿಸುವ ಬಗ್ಗೆ ಸೂಕ್ತ ಕರಡು ಮಾರ್ಗಸೂಚಿಯನ್ನು ಪ್ರಸ್ತಾಪಿಸುವುದು ಅಥವಾ ಪ್ರಸ್ತಾಪಿತ ಕರಡು ನಿಯಮದಲ್ಲಿ ಈ ಅಂಶವನ್ನು ಅಳವಡಿಸುವ ಬಗ್ಗೆ ಪರಿಶೀಲಿಸುವುದು.
- 1) ಲೋಕೋಪಯೋಗಿ ವಿಭಾಗ, ಬೆಂಗಳೂರು ರವರು ನೀಡಿರುವ ಮಾಹಿತಿಯನ್ವಯ ದರಗಳು ಈ ಕೆಳಗಿನಂತಿವೆ.

Sl.no.	Width	Rates per meter (in Rs.)								
	considered	Earthen surface	Asphalt surface	Concrete surface						
1.	Upto 1.5 m	795	3340	3920						
2.	1.5 m-2.5 m	1720	5920	6930						
3.	2.5 m-3.5 m	2400	8250	9700						

- 2) ಕೆಆರ್ಡಿಸಿಎಲ್ ರವರು ನೀಡಿರುವ ಮಾಹಿತಿಯನ್ವಯ ದರಗಳು ಈ ಕೆಳಗಿನಂತಿದೆ.
- 1. Cable laying through open trenching (considering width of 0.6m)
  - (a) Earthen surface: Rs. 230/- per m
  - (b) Asphalt surface in paved shoulder:Rs.2350/- per m
- 2. Cable laying through HDD (considering pit size of 2 m x 2m x 1.65 m)
  - (a) Non paved shoulders: Rs. 12000/- per pit
  - (b) Paved shoulder and asphalt road Rs. 15000/- per pit

RoW ನಲ್ಲಿ ರಸ್ತೆ ಅಗೆತಕ್ಕೆ ಲೋಕೋಪಯೋಗಿ ವಿಭಾಗ, ಬೆಂಗಳೂರು ರವರು ಸೂಚಿಸಿರುವ ದರ ಹಾಗೂ Cable laying through HDD ಗೆ ಕೆಆರ್ಡಿಸಿಎಲ್ ರವರು ಸೂಚಿಸಿರುವ ದರ ಸೂಕ್ತವಾಗಿರುತ್ತದೆ ಎಂದು ಅಭಿಪ್ರಾಯಪಡಲಾಗಿದೆ.

### ANNEXURE-B Average Annual Rental Value per Sqm for lease area of Road cutting for Utilities Considering Land Acquisition Cost

I	Cities other than Bangalore	Rs. 3362.80
II	Rural areas around the cities	Rs.812.00
III	Other Rural Areas	Rs. 9.78

Annual Rental value per Sqm for lease area of Road cutting for Utilities

Cities (Category –I)

Cities (eategory 1)								
Sl No	Description	Unit	Bangalore City	Mysore City	Mangalore City	Kalburgi City	Dharwad City	Belgaum City
1	Location		Basavanagudi/Jayanagar/Raja	Palace Road	Abbakkanagar	KBN Engineering	Karnataka	Subhashnagar
			jinagar/Gandhinagar		_	College	College	
2	Prevailing site value of	Rs.	112000	58900	16400	7500	22000	15300
	the location per Sqm							
3	Land Acquisition Cost	Rs.	224000	117800	32800	15000	44000	30600
	per Sqm							
4	Approximate area for	Smtr	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150
	caluculation							
5	Total Cost for	Rs.	33600000	17670000	4920000	2250000	6600000	4590000
	considered area							
6	Annual rental value @	Rs.	2352000	1236900	344400	157500	462000	321300
	7%							
7	Annual rental value	Rs.	15680.00	8246.00	2296.00	1050.00	3080.00	2142.00
	per Sqm							

## Annual Rental Value per Sqm for lease area of Road cutting for Utilities

**Rural Areas around Cities (Category – II)** 

	Kurur Kreus ar vana Cicies (Category 11)								
SI No	Description	Unit	Bangalore Rural	Mysore Rural	Mangalore Rural	Kalburgi Rural	Dharwad Rural	Belgaum Rural	
1	Location		Devanahalli/Doddaba llapur/Nelmangala/	Nanjangud	Suratkal	Bablad	Kundagol	Nipani	
2	Prevailing site value of the location per Sqm	Sqmt	Hoskote 6500	6200	3500	1600	1400	4000	
13	Land Acquisition Cost per Sqm	Rs.	19500	18600	10500	4800	4200	12000	
4	Approximate area for caluculation	Sqmt	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	
5	Total Amount for considered area	Rs.	2925000	2790000	1575000	720000	630000	1800000	
6	Annual rental value @ 7%	Rs.	204750	195300	110250	50400	44100	126000	
7	Annual rental value per Sqm	Rs.	1365.00	1302.00	735.00	336.00	294.00	840.00	

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ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ, ಮಂಗಳವಾರ, ೦೭, ಮಾರ್ಚ್, ೨೦೨೩

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### Annual Rental Value per Sqm for lease area of Road cutting for Utilities Other Rural Areas (Category – III)

Sl No	District		Raichur	Bellary	Chitradurga	Dakshina Kannada	Hassan	Yadagiri	Uttara Kannada	Kolar
	Taluk		Lingasugur	Hospet	Challakere	Puttur	Holenarasipu ra	Shorapur	Ankola	Bangarpet
	Village		Adavibhavi	Byalakundi	Meerasaabiha lli	Bannur	Chandapura	Agni	Adluru	Nadampalli
1	Location	Unit	Mudhagal Hobli	Maripamma nahalli Hobli	Kasaba Hobli	Uppinangadi Hobli	Halekote Hobli	Hunasagi Hobli	Ankola Hobli	Kamasamu dram Hobli
2	Prevailing site value of the location per Sqm	Sqmt	55.61	39.05	55.61	168.067	46.96	43.25	99.6	50.91
13	Land Acquisition Cost per Sqm	Rs.	111.22	78.10	111.22	336.134	93.92	86.5	199.2	101.82
4	Approximate area for caluculation	Sqmt	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150	500x0.3=150
5	Total Amount for considered area	Rs.	16683	11715	16683	50420.1	14088	12975	29880	15273
6	Annual rental value @ 7%	Rs.	1167.81	820.05	1167.81	3529.407	986.16	908.25	2091.6	1069.11
7	Annual rental value per Sqm	Rs.	7.79	5.47	7.79	23.53	6.57	6.06	13.94	7.13

### PR-384